300 Main Street, 4th Floor, Stamford, CT 06901
T 860.563.0015
ctgreenbank.com

LETTER OF INTENT

This Letter of Intent ("Letter") is entered into on _____ ("Effective Date"), by and between the Town of Colchester, a Connecticut municipality (the "Client"), and the Connecticut Green Bank, a Connecticut quasi-public state agency ("Green Bank") with a principal place of business at 845 Brook Street, Rocky Hill, CT 06067.

WHEREAS, Client and the Green Bank are referred to collectively as the "Parties" to this Letter, and individually as a "Party," wish to agree to the following:

This Letter sets forth certain non-binding understandings between the Parties.

1. This Letter sets forth the Parties' desires and intentions with respect to solar photovoltaic systems ("Systems") for the Client's premises and/or Site referenced in sections 6 and 8 hereof and the Parties' intention to negotiate in good faith during an exclusive period of 360 days, commencing with execution of this Letter, to reach a then binding agreement consisting of one or more specific agreements (together, the "Agreement") to be mutually agreed.

2. The Systems will be financed, owned and operated by the Green Bank, its subsidiaries, or other third-party financier ("Financier").

3. The Green Bank, along with its advisors ("Advisors"), will conduct site assessments and design and run a procurement process for a contractor ("Contractor") to install the Systems for the designated site consistent within recognized industry guidelines, regulations and good industry practices.

4. The Client intends to have the Systems installed on its premises and enter into a mutually agreeable fixed or escalating contract for electricity generated by the Systems for a period of time, anticipated to be for a minimum of twenty years.

5. The transaction contemplated by this Letter is an agreement between the Client, the Green Bank (or its subsidiaries) and/or the Financier. The Parties agree to utilize good faith efforts to negotiate the terms of definitive Agreement that will govern the transaction.

6. Systems considered:

Municipal Building	Address
Consolidated Elementary School	315 Halls Hill Road, Colchester
William J Johnston Middle School	360 Norwich Avenue, Colchester
Jack Jackter Intermediate School	215 Halls Hill Road, Colchester

7. The Green Bank will apply to the Client utility's Low Emission Renewable Energy Certificate (LREC) and Zero Emission Renewable Energy Certificate (ZREC) Program for the Systems.

8. The Green Bank understands that the Client owns one or more property (each being a "Site") on which the Systems will be installed. If the Client is not the owner of the Site, the Client will provide the Green Bank with clear written assurance that the actual owner is agreeable to installation of the System(s) in accordance with the terms of the Agreement. Except for costs relating to ownership, design, construction, taxation, installation, operation, repair, replacement, inspection, and maintenance of the Systems, the Client will bear all costs, expenses, taxes and other obligations connected with Site ownership.

9. The Green Bank understands that the Client and/or its Board of Education is the customer of record for the local utility that provides electricity to the Client's facility.

10. The Green Bank (or its subsidiaries) or more likely a Financier will own the Systems, all power generated by the Systems, all tax-related benefits and incentives, all environmental credits and other attributes applicable to solar energy generated by the Systems. Similarly, the Green Bank or Financier shall bear all investment and costs associated with ownership, design, construction, taxation (except taxation noted in paragraph 8 hereof), installation, operation, repair, replacement, inspection, maintenance and removal (at the end of the Agreement) of the System(s). The Client understands that the Green Bank or Financier may assign its rights and or revenues under the Agreement for financing purposes or to a third party with relevant experience in commercial solar management without Client consent.

11. As part of the Agreement, the Client will receive and pay for 100% of the electrical energy generated by the Systems.

12. As part of the Agreement, the Client will grant the Green Bank (or its subsidiaries) and/or the Financier an irrevocable license or easement (subject to Green Bank's or Financier's discretion) to install and maintain the Systems on each Site and to access each Site as needed for the term of the Agreement.

13. The Systems installation shall comply with all federal, state, city codes, regulations and provisions. Systems installation cannot proceed until all necessary permits, consents and approvals have been obtained.

14. No Party to this Letter shall have any liability to any other Party for any losses, consequential, incidental or special damages, cost, expenses incurred by the other Party in the event negotiations among the Parties may be terminated in accordance with Paragraph 16. Except as may be provided for in the Agreement to be negotiated, each Party will bear its own expenses, legal,

accounting and consulting fees relating to this project, whether or not the Agreement is closed.

15. Upon execution of this Letter and until the closing of the Agreement, the Client will give the Green Bank and its Advisors reasonable access and opportunity to inspect, without limitation, the Client's property and to conduct engineering and environmental inspections of the property and to provide the Green Bank and its Advisors with such information as may be reasonably requested pertaining to the Client's business and assets to the extent necessary to complete the Agreement.

16. The provisions of this Letter shall not constitute and are not intended to constitute a legal or binding obligation, contract, or agreement between any of the Parties. Accordingly, the Parties agree that any Party to the negotiations contemplated in this Letter may unilaterally terminate the negotiations for any reason or no reason at the terminating Party's discretion by notifying the other Party of such termination in writing.

17. Any definitive agreement shall address insurance requirements, indemnity rights and System removal requirements.

(Signature page follows.)

IN WITNESS WHEREOF, the Parties have caused this Letter of Intent to be executed as of the date first written above.

CONNECTICUT GREEN BANK		Town of Colchester	
By:	_____	By:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____